bankrupt, unless such creditor had notice or actual knowledge of the proceedings in bankruptcy." Section 57, subdivision "n," enacts that a claim may be proved against the estate at any time within one year after adjudication. Where a voluntary bankrupt scheduled a debt in the name of the payee, knowing at the time that it had been discounted by the bank, in an action on the note, *Held*, that the bank could recover although it had knowledge of the discharge in sufficient time to have proved its claim under section 57. *Columbia Bank* v. *Birkett* (1903), — N. Y. —, 66 N. E. Rep. 652.

The contention of the defendant was that although the bank had no notice or actual knowledge of the bankruptcy proceedings prior to the discharge yet it did have knowledge in sufficient time, to have proved the claim and therefore this debt was not within the exception provided in subdivision 3 of section 17. There is no precedent applicable to this case in the respect of construing these two sections conjunctively, but if the act is read with the intent of giving effect to every portion, it must be conceded that there is considerable merit in the conclusions of the dissenting opinion.

BANKS AND BANKING—CREDITING DEPOSITOR—CHECK OF ANOTHER DEPOSITOR.—One McCann drew to the order of, and delivered to, the plaintiff, two checks on defendant bank. Plaintiff, who was also a depositor in the same bank, took the check to defendant, and deposited them, receiving credit therefor in his pass book. At the time plaintiff made this deposit, McCann had credit upon defendant's books for an amount in excess of these checks. But the greater part of this credit was made up by his deposit of two checks made payable to his order and drawn on another bank by Meyers & Co. After the deposit by the plaintiff, defendant learned that the checks of Meyers & Co. were not good. Defendant then charged the two McCann checks back to plaintiff's account, returning them to him. Plaintiff brings suit to recover from the bank the amount so withdrawn by it from his account. *Held*, that the credit in the pass book was equivalent to a payment to plaintiff in cash of the amount of the checks. *Bryan* v. *First National Bank of McKees Rocks* (1903), — Pa. —, 54 Atl. Rep. 480.

The decision in this case is supported by the weight of authority. *Levy* v. *Bank of the United States* (1802), 4 Dall. 234, 1 L. ed. 814, 1 Bin. 27; *Oddie* v. *National City Bank* (1871), 45 N. Y. 735, 6 Am. Rep. 160; *Bank of Selma* v. *Burns* (1880), 68 Ala. 267, 44 Am. Rep. 138. To these cases stands opposed the doctrine of *The National Gold Bank* v. *McDonald* (1875), 51 Cal. 64, 21 Am. Rep. 697.

CONFLICT OF LAWS—LEGITIMATION OF A BASTARD—STATUS FIXED BY DOMICILE OF HIS PARENTS.—Proceeding begun by the plaintiff for the legitimation of his son. Plaintiff and defendant were married at Milwaukee, July 1, 1893, and for four or five years previous thereto, and up to the marriage, they had lived and habitually cohabited together at Chicago, and during that time there was born to them the son in whose favor this proceeding of legitimation is brought. *Held*, that legitimacy is a status, and by the laws of Illinois the subsequent marriage of the parents legitimates their prior offspring, and that the removal of his parents hither could not have the effect to make him a bastard, and that the complaint stated no cause of action. *Fowler* v. *Fowler*, 131 N. C. 169, 42 S. E. Rep., 563, 59 L. R. A. 317.

The general current of authority favors the doctrine that when an illegitimate child has been legitimated by the subsequent marriage of its parents according to the laws of the state or country where the marriage takes place and the parents are domiciled, such legitimacy follows the child wherever it may go. *Miller* v. *Miller*, 91 N. Y. 315; *Straeder* v. *Graham*, 51 U. S. 10;